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United States Courts
Southern District of Texas
FILED

July 01, 2025

Nathan Ochsner, Clerk of Court

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

MARIO RAYNARD ROBERSON,

Defendant.

Criminal No. 4:25-cr-0355

COUNTS ONE TO NINE

Wire Fraud

18 U.S.C. § 1343

COUNT TEN

*Conspiracy to Commit Arson on a Property in
Furtherance of a Federal Felony Offense*

18 U.S.C. §§ 844(h) & (m)

COUNT ELEVEN

*Conspiracy to Commit Arson on a Property
Used in Interstate and Foreign Commerce*

18 U.S.C. §§ 844(i) & (n)

COUNT TWELVE

Conspiracy to Violate the Travel Act

18 U.S.C. §§ 1952(a)(3) & 371

INDICTMENT

THE GRAND JURY CHARGES THAT:

Relevant Background

At all times material to this indictment:

1. State Farm Insurance (“State Farm”) was a group of mutual insurance companies throughout the United States with corporate headquarters in Bloomington, Illinois. Among other services, State Farm provided fire and casualty insurance on real property within the Southern District of Texas.

2. Defendant **MARIO RAYNARD ROBERSON** was an individual residing in Houston, Texas.

3. Defendant **MARIO RAYNARD ROBERSON** owned a residence located at 23362 Piney Point Road, in Huntsville, Texas (the “Piney Point residence”).

4. In or about the year 2023, the Piney Point residence was being used as a rental property and was under a rental contract signed by **MARIO RAYNARD ROBERSON** and the lessee, K.B., on or about April 16, 2023.

5. On or about February 21, 2018, Defendant **MARIO RAYNARD ROBERSON** purchased a rental dwelling policy from State Farm for the Piney Point residence.

6. That Defendant **MARIO RAYNARD ROBERSON** continued to renew the rental dwelling policy for the Piney Point residence until the year 2023, when he purchased his last policy covering the period from February 21, 2023, through February 21, 2024.

7. On or about June 10, 2023, the Piney Point residence was destroyed by fire.

8. K.S. was an adult male who died while setting fire to the Piney Point residence on or about June 10, 2023.

9. C.S. was an adult male who died while setting fire to the Piney Point residence on or about June 10, 2023.

The Scheme to Defraud

10. Beginning on a date unknown, but not later than in or about 2023, and continuing through the date of the return of this indictment, Defendant **MARIO RAYNARD ROBERSON**, and others known and unknown to the Grand Jury, knowingly devised and intended to devise a scheme and artifice to defraud State Farm, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises.

11. The purpose of the scheme was to obtain payment of insurance proceeds, including, but not limited to, purported losses from fire damage to the Piney Point residence, loss of rents, and personal property.

Manner and Means

12. On or about February 8, 2023, Defendant **MARIO RAYNARD ROBERSON** purchased an amended rental dwelling policy that increased the coverage liability limits for the Piney Point residence, as described below:

Coverages & Property	Limits of Liability 2022–23 Policy	Limits of Liability February 2023 Policy
Dwelling	\$167,100	\$300,000
Dwelling Extension	\$16,710	\$30,000
Personal Property	\$8,355	\$15,000

13. On or about May 9, 2023, Defendant **MARIO RAYNARD ROBERSON** appeared on a television news report to denounce that the Piney Point residence had been vandalized with racist graffiti, knowing that this property damage had been deliberately commissioned or caused by him.

14. In or about early 2023, Defendant **MARIO RAYNARD ROBERSON**, knowing that the insurance policy for the Piney Point residence covered loss by fire, recruited and commissioned K.S. to deliberately set fire to the Piney Point residence.

15. In or about June 2023, K.S. recruited C.S. and T.C. to assist him in executing the plan to set fire to the Piney Point residence.

16. On or about June 10, 2023, K.S., C.S. and T.C. traveled by car to the Piney Point residence.

17. On or about June 10, 2023, K.S. and C.S. entered the Piney Point residence with the intent to set the residence on fire, and in fact set the residence on fire.

18. On or about June 10, 2023, Defendant **MARIO RAYNARD ROBERSON** filed an insurance claim with State Farm in connection with the loss of the Piney Point residence.

19. Following his initial claim on or about June 10, 2023, and continuing up to the date of the return of the indictment in this case, Defendant **MARIO RAYNARD ROBERSON**, has made and caused to be made false statements to federal and local law enforcement officers, State Farm insurance company employees, insurance investigators, and employees of the State Fire Marshal's Office, and others, regarding the nature and cause of the fire at the Piney Point residence.

COUNTS ONE TO NINE

**Wire Fraud
(18 U.S.C. § 1343)**

20. Paragraphs 1 through 19 are of this indictment are re-alleged and incorporated by reference as though fully set forth herein.

21. On or about each of the dates set forth below, in the Houston Division of the Southern District of Texas, for the purpose of executing the aforementioned scheme and artifice to defraud and attempting to do so, the Defendant,

MARIO RAYNARD ROBERSON

did knowingly and willfully transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, writings, signs, signals, pictures and sounds described below for each count, each transmission constituting a separate count:

Count #	Sender	Date of wire	Wire matter	Sent from
1	Mario Roberson	7/14/23	Email from Mario Roberson following up on the status of the claim and claiming he has acted in good faith.	arcagent1@gmail.com

Count #	Sender	Date of wire	Wire matter	Sent from
2	Mario Roberson	9/26/23	Email from Mario Roberson regarding individuals that have allegedly swindled him out of money.	arcagent1@gmail.com
3	Mario Roberson	10/5/23	Email from Mario Roberson attaching unsworn inventory of losses and potential witnesses for the investigation. Also, requesting new date for continuation of testimony under oath.	arcagent1@gmail.com
4	Mario Roberson	10/21/23	Email from Mario Roberson responding to email from Kessler regarding toll records and requesting new date to continue statement under oath.	arcagent1@gmail.com
5	Mario Roberson	10/21/23	Email from Mario Roberson contesting affirmations by attorney Kessler regarding his testimony and stating that there are things from his toll records he cannot produce.	arcagent1@gmail.com

Count #	Sender	Date of wire	Wire matter	Sent from
6	Mario Roberson	10/25/23	Email from Mario Roberson attaching toll records until June 2, 2023, and unsworn loss inventory.	arcagent1@gmail.com
7	Mario Roberson	11/15/23	Email from Mario Roberson indicating that he had already sent all the documents related to his claim.	arcagent1@gmail.com
8	Mario Roberson	11/26/23	Email from Mario Roberson responding to attorney Kessler's requests. Roberson explains he provided responses to some of those requests during his testimony under oath. Roberson also stated that he wanted to retain counsel.	arcagent1@gmail.com
9	Mario Roberson	3/12/24	Email from Mario Roberson responding to attorney Kessler's email regarding exchange with Mark Randall and stating that some of the statements are inaccurate.	arcagent1@gmail.com

All in violation of Title 18, United States Code, Section 1343.

COUNT TEN

**Conspiracy to Commit Arson on a Property in Furtherance of a Federal Felony Offense
(18 U.S.C. § 844 (h) & (m))**

22. Paragraphs 1 through 19 are of this indictment are re-alleged and incorporated by reference as though fully set forth herein

23. Beginning on a date unknown, but at least in or about the year 2023, and continuing up to the date of the return of the indictment in this case, in the Houston Division of the Southern District of Texas, the Defendant,

MARIO RAYNARD ROBERSON

with others known and unknown to the Grand Jury, knowingly conspired and agreed together and with each other to use fire to commit a federal felony, to wit: wire fraud, as alleged in Counts One through Nine of this Indictment, which offenses are federal felonies and may be prosecuted in a court of the United States, in violation of Title 18, United States Code, Section 844 (h).

All in violation of Title 18, United States Code, Section 844 (m).

COUNT ELEVEN

**Conspiracy to Commit Arson on a Property Used in Interstate and Foreign Commerce
resulting in Death
(18 U.S.C. § 844 (i) & (n))**

24. Paragraphs 1 through 19 are of this indictment are re-alleged and incorporated by reference as though fully set forth herein

25. Beginning on a date unknown, but at least in the year 2023, and continuing up to June 10, 2023, in the Houston Division of the Southern District of Texas, the Defendant,

MARIO RAYNARD ROBERSON

with others known and unknown to the Grand Jury, knowingly conspired and agreed together and with each other to maliciously damage and destroy by means of fire a rental property located at 23362 Piney Point Road, in Huntsville, Texas, which rental property was used in and affected

interstate or foreign commerce, resulting in the death of two persons, K.S and C.S., in violation of Title 18, United States Code, Section 844(i).

All in violation of Title 18, United States Code, Section 844 (n).

COUNT TWELVE
Conspiracy to Violate the Travel Act
(18 U.S.C. § 1952(a)(3) & 371)

26. Paragraphs 1 through 19 are of this indictment are re-alleged and incorporated by reference as though fully set forth herein

27. Beginning on a date unknown, but at least in or about the year 2023, and continuing up to on or about June 10, 2023, in the Houston Division of the Southern District of Texas, the Defendant,

MARIO RAYNARD ROBERSON

with others known and unknown to the Grand Jury, knowingly conspired and agreed together and with each other to use and cause to be used facilities in interstate commerce with intent to promote, manage, establish, carry on and facilitate the promotion, management, establishment and carrying on of an unlawful activity, that is, arson of a building, habitation, or vehicle in violation of the Texas Penal Code Section Sec. 28.02 (2), and thereafter performed and attempted to perform an act to promote, manage, establish and carry on, and to facilitate the promotion, management, establishment and carrying on of such unlawful activity.

Object of the Conspiracy

28. It was the object of the conspiracy for the defendant, **MARIO RAYNARD ROBERSON**, and his co-conspirators to use facilities in interstate commerce with intent to promote, manage, establish, carry on and facilitate the promotion, management, establishment and

carrying on of an unlawful activity, that is, arson against a residence located at Piney Point Road, Huntsville, San Jacinto County, Texas.

Overt Acts

29. In furtherance of the conspiracy, and to effect the object thereof, the defendant, **MARIO RAYNARD ROBERSON**, committed one or more of the following overt acts:

a. On or about June 10, 2023, the defendant, **MARIO RAYNARD ROBERSON**, and his co-conspirators used facilities in interstate commerce, to wit, cellular phones, with intent to promote, manage, establish, carry on and facilitate the promotion, management, establishment and carrying on of an unlawful activity, that is, arson, against a residence located at Piney Point Road, Huntsville, San Jacinto County, Texas.

b. On or about June 10, 2023, a residence located at Piney Point Road, Huntsville, San Jacinto County, Texas, was destroyed as a result of arson, an unlawful activity facilitated by the actions of **MARIO RAYNARD ROBERSON** and his co-conspirators.

All in violation of Title 18, United States Code, Sections 1952(a)(3) and 371; and *Pinkerton v. United States*, 328 U.S. 640 (1946) (co-conspirator liability).

A TRUE BILL:

Original Signature on File

FOREPERSON OF THE GRAND JURY

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By:



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